Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

the right of the court which alone can determine the question of privilege in each case. *Mitchell's Case*, 12 Abb. Prac. (N. Y.).

EVIDENCE—DECLARATION OF AGENT AFTER CONCLUSION OF AGENCY—ADMISSIBILITY.—BURBANK V. HAMMOND, 75 N. E. 102 (MASS.).—*Held*, that a letter of a land broker written after the consummation of a sale, and tending to show that he knew of false representations made therein, is inadmissible, although the broker is still employed to care for the property.

While it is beyond controversy that declarations to be admissible must constitute a part of the *res gestae*, courts are not harmonious in decisions as to what constitutes a part of the transaction. The declaration of an agent that land was not as he had supposed and had represented is inadmissible after the deal has been closed, although it appears that both buyer and agent were deceived. *Lake v. Tyree*, 90 Vir. 719. While evidence of what an agent said relative to a past transaction is not admissible to prove the contract itself it is competent to contradict the agent's statement that no such contract was, in fact, made. *Stenhouse et al. v. C. C. & A. R. R.*, 70 N. C. 542; although the agent may continue in the principal's employ. *McComb & Wallace's Admr's. v. N. C. R. R. Co.*, 70 N. C. 178. That modern cases have relaxed the rule requiring "perfect coincidence" would appear from dissenting opinion in *Vicksburg, etc., R. R. Co. v. O'Brien*, 119 U. S. 99.

EVIDENCE—PRIVILEGED COMMUNICATIONS.—BROWN V. MOOSIC MT. COAL CO., 61 ATL. 76 (PA.).—*Held*, that where two persons employ the same attorney, communications to him are not privileged *inter se*.

This is an exception to the rule that communications between attorney and client are privileged. It is well supported. *Doheny v. Lacy*, 168 N. Y. 213; *Bauers' Estate*, 79 Cal. 304. So where both parties are present, *Hanlon v. Doherty*, 109 Ind. 37; *Cody v. Walker*, 62 Mich. 157. And where terms of compromise are offered a client's creditors, *McTarish v. Denning*, Anth. N. P. 155. But the communications are privileged when parties employ the same attorney for adverse interests. *Bowers v. Briggs*, 20 Ind. 139, *Hull v. Lyon*, 27 Mo. 570; as are also communications by one of two joint defendants under arrest to their joint attorney. *Jahnke v. State*, 94 N. W. 158 (Neb.).

FRAUDULENT CONVEYANCES—DEBTS.—VREELAND V. ROGERS, ET AL., 61 ATL. 486 (N. J.).—A judgment creditor attempted to attach property conveyed by the defendant prior to the judgment, on the ground that the conveyance was void as in defraud of creditors. *Held*, the onus was on the complainant to show fraud.

The burden of proving fraudulent intent is on a subsequent creditor who impeaches a voluntary conveyance. *State Bank of Chase v. Chalton*, 69 Kan. 435. *Loeschigk v. Addison*, 4 Abb. Practice, U. S. 210; *Wynn v. Mason*, 72 Miss. 424. *Lewis v. Simon*, 72 Tex. 470, even goes so far as to say that a subsequent creditor cannot attack the conveyance as fraudulent. It is proper to instruct the jury that the presumption is against fraud in such a conveyance. But by statute in some states, where the property does not actually change hands, the onus is on the grantee to show good faith. *Seidenbach v. Riley*, 111 N. Y. 560; *Car v. Johnson*, 59 Hun. 620.

INJUNCTION—ADEQUATE LEGAL REMEDY—MAINTENANCE OF RAILROAD STATION.—JACQUELIN ET AL. V. ERIE R. CO., 61 ATL. 18.(N. J.).—*Held*, the right, if any, to compel a railroad to maintain a station at a certain point is a legal one,

enforceable by *mandamus*, and not by injunction, to prevent discontinuance of the station.

An injunction will not be granted to restrain a railroad from removing depot. *Moore v. Brooklyn R. Co.*, 108 N. Y. 98, or to compel establishment of station, *Baldwin on Railroads*, p. 176; *Atchinson, T. & S. F. R. Co. v. Denver & New Orleans R. Co.*, 110 U. S. 667. When the legislature has imposed the duty of maintaining and establishing stations clearly and specifically mandamus is the proper action to compel railroad to carry out its duty. *Com. v. Eastern R. Co.*, 103 Mass. 254. But when there is no legislative action with reference to these duties the courts are helpless. *Northern Pacific R. Co. v. Washington Territory*, 142 U. S. 492; Some of the state courts have, however, held that, independently of any statutory requirements, a railroad might be compelled to establish a station when the court deemed it necessary in the interest of the public. *State v. Republican Valley Railroad*, 17 Neb. 647. The Illinois courts, in some cases, have shown inclination to follow this view. *People v. Chicago & Alton Railroad*, 130 Ill., 175.

INJUNCTION—CONTRACTS IN RESTRAINT OF TRADE—SUIT BY ATTORNEY GENERAL.—MCCARTER, ATTY. GEN., v. FIREMEN'S INS. CO., 61 ATL. 705 (N. J.).—*Held*, in the absence of a statute authorizing it, the attorney general may not maintain a suit to enjoin insurers carrying out an agreement regulating rates, though against public policy as in restraint of trade; and the fact that the insurers are private corporations makes no difference.

Nowhere in this decision is there any reference to the right of the state "to obtain a judgment merely ousting it (the corporation) from the further exercise of an unauthorized power." *Marshall on Private Corporations*, Sec. 82. An opposite holding on a state of facts involving the same principle was *People v. North River Sugar R. Co.* 121 N. Y. 582. That the attorney general in this case was within his powers see *Atty. Gen. v Del. & B. B. R. R.*, 12 C. E. (N. J.) 631. The general powers of the attorney general gives him the right to bring such actions. *McMullen v. Circuit Judge*, 102 Mich. 608. And the implied power of the attorney general, independent of statute, is sustained in *Board of Comrs. v. State*, 92 Ind. 353. When the managing body of a corporation are doing, or about to do, an *ultra vires* act of such a nature as to produce public mischief, the attorney general, as representative of the public may maintain an equitable suit for preventative relief. *Pomeroy Eq. Jurisprudence*, Sec. 1903. It would seem that agreements in restraint of trade made between corporations ought to come within the category of public mischief.

MANDAMUS—ORIGINAL JURISDICTION OF FEDERAL CIRCUIT COURT.—UNITED STATES EX REL. INTERSTATE COMMERCE COMMISSIONERS v. LAKE SHORE & MICHIGAN SOUTHERN RY. CO., 25 SUP. CT. 538.—In an action relying on the Inter State-Commerce, Act of 1887, it was attempted to compel an interstate carrier by *mandamus* proceedings to make a report to the commissioner, *held* that under the act no such jurisdiction of an original proceeding by *mandamus* is conferred upon a Federal circuit court. Harlan, J., *dissenting*.

In interpreting the judiciary act of 1789 (1 Stat. at L., chap. 20, sec. 11, 14.) the Supreme Court decided that circuit courts possessed no such power. *McIntire v. Wood*, 7 Cranch, 504; *McClung v. Silliman*, 6 Wheat. 598. Such rulings are not in conflict with the authority which is given to the Supreme Court of the District of Columbia to issue writs of *mandamus* in cases in which the parties are by the common law entitled to them. *United*